



Norman H. Bangert
Governor

Dee C. Hansen
Executive Director

Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

July 9, 1990

TO: Board of Oil, Gas and Mining

THRU: Dianne R. Nielson, Director

THRU: Lowell P. Braxton, Associate Director, Mining *L13*

FROM: D. Wayne Hedberg, Permit Supervisor *DWH*

RE: Request for Board Concurrence, Permit Transfer, Amount and Form of Replacement Reclamation Surety, Ideal Basic Industries, Inc. to Holnam Incorporated, Poverty Point Limestone Quarry and Devil's Slide Plant & Quarry, M/045/012, and M/029/001, Tooele and Morgan Counties, Utah

The Division seeks the Board's concurrence and acceptance of the amount and form of replacement reclamation surety provided by Holnam Incorporated (Holnam) for Ideal Basic Industries, Poverty Point Limestone Quarry and Devil's Slide Plant & Quarry. Holnam has recently acquired these mining properties from Ideal Basic Industries through a corporate merger. Holnam will now assume continued operations and reclamation responsibilities for these mine projects.

Executive Summaries are attached for both operations, along with copies of the Permit Transfer forms (FORM MR-TRL), the original reclamation surety estimates, and the new Reclamation Contract (Form MR-RC) Agreements. Safeco Insurance Company of America is the surety providing/guaranteeing the surety bonds. This company is on the 1989 Federally published list of companies found acceptable as sureties and reinsurers on Federal bonds.

Thank you for your time and consideration of this permitting action.

dwh
Attachments
WMN2/28

DOGM MINERALS PROGRAM

CHECK LIST FOR BOARD APPROVAL
OF
FORM AND AMOUNT OF SURETY

Mine Name DEVIL'S SLIDE PLANT & QUARRY

File No. M/029/001

Item	Provided		Remarks
	Yes	No	
Executive Summary	X		From Original Issuance of Permit
Location Map	X		
Reclamation Bond Estimate	X		Original Bond Estimate
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification	X		
Bond	X		
Surety Signoff (Other State/Federal Agencies)	X		NA

MN76/12

EXECUTIVE SUMMARY

Mine Name:	<u>Devil's Slide</u>	I.D. No.	<u>ACT/029/001</u>
Operator:	<u>Ideal Basic Industries Inc.</u>	County:	<u>Morgan</u>
	<u>Auxiliary Route No. 3</u>	New/Existing:	<u>New</u>
	<u>Morgan Utah, 84050</u>	Mineral Ownership:	<u>Private</u>
Telephone:	<u>(801) 829-3421</u>	Surface Ownership:	<u>Private</u>
Contact Person:	<u>L. B. Giles</u>	Lease No.(s):	<u>NA</u>
Life of Mine:	<u>50 years</u>	Permit Term:	<u>5 years</u>
Legal Description:	<u>Township 4 North, Range 3 East, Section 24</u>		
Mineral(s) to be Mined:	<u>Limestone and Sandstone</u>		
Mining Methods:	<u>Surface Mine</u>		
Acres to be Disturbed:	<u>148.5</u>		
Present Land Use:	<u>Wildlife and Mining</u>		
Postmining Land Use:	<u>Wildlife</u>		
Variances from Reclamation Standards (Rule M-10) Granted:	<u>M-10-(12) - Won't seed rock outcrops.</u>		

Soils and Geology:

Soil Description: Mountain loams - well drained

pH: 8.0-8.5

Special Handling Problems: Parts of area are very steep.

Geology Description: Limestone - sandstone outcrop.

Hydrology:

Ground Water Description: No ground water has been encountered.

Surface Water Description: The existing ephemeral channels handle the runoff satisfactorily.

Water Monitoring Plan: There is an existing EPA Discharge Permit #000159.

Ecology:

Vegetation Type(s); Dominant Species: Bluebunch wheatgrass, bitterbrush, muttongrass.

Percent Surrounding Vegetative Cover: 40% - except for rock outcrops.

Wildlife Concerns: None - Is deer winter range.

Surface Facilities: Garage and powder house will be removed.

Mining and Reclamation Plan Summary: See attached summary.

Surety:

Amount: \$141,000
Form: Bond
Renewable Term: 5 years (1992 dollars)

Attachment

Mining and Reclamation Plan Summary
Ideal Basic Industries
Devil's Slide Mine
ACT/029/001

November 3, 1987

During Operation

There are 148.5 acres of land being disturbed and used for mining of limestone and sandstone in this operation. The primary product produced is cement. The mined area is very steep.

Following Operations

All disturbed areas except the solid rock outcrops will be shaped and reseeded. The soils are good in this area, and there is over fifteen inches of precipitation, so revegetation will not be difficult.

Equipment, buildings, and debris will be removed from the site.

FRJ/clj
1252R/46

REVISED BOND ESTIMATE
DEVIL'S SLIDE QUARRY - M/029/001

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
<u>Demolition and Removal</u>			
Removal of Structures	433 yds ³	\$ 4.59/yd ³	\$ 2,000
Removal of Trash and Debris	100 yds ³	5.10/yd ³	500
Road Leveling	50 hrs	140.00/hr	7,000
<u>Earthwork</u>			
Grade Waste Material	130 hrs	140.00/hr	18,200
<u>Revegetation</u>			
Soil Testing	10 samples	100.00/ea	1,000
Revegetation	78.7 acres	600.00/acre	47,200
<u>Channel Construction</u>			
Tractor and Laborer	28 hrs	91.00/hr	2,500
Filter and Riprap	920 tons	11.00/ton	10,100
<u>Engineering and Supervision</u>			
Foreman	240 hrs	33.65/hr	8,100
Technical Staff	300 hrs	30.00/hr	9,000
<u>Maintenance and Monitoring</u>			
Revegetation of Twenty Percent of Area	16 acres	600.00/acre	9,600
Periodic Monitoring	5 visits	200.00/ea	<u>1,000</u>
Subtotal			\$116,200
Ten Percent Contingency			<u>11,600</u>
			<u>\$127,800</u>
Total in 1992 dollars (2% inflation for 5 years)			\$141,000

clj
1243R/97



STATE OF UTAH
NATURAL RESOURCES
Oil, Gas & Mining

Norman H. Bangerter, Governor
Dee C. Hansen, Executive Director
Dianne R. Nielson, Ph.D., Division Director

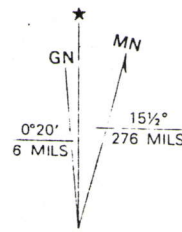
355 W. North Temple • 3 Triad Center • Suite 350 • Salt Lake City, UT 84180-1203 • 801-538-5340

October 1, 1987

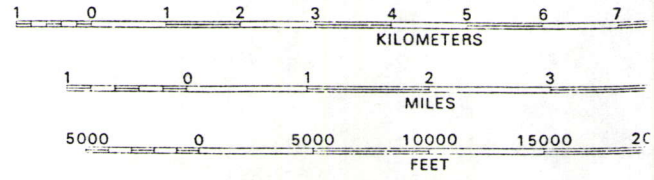
TO: Frank R. Jensen, Permit Lead
FROM: Frank J. Filas, Reclamation Engineer
RE: Revised Reclamation Bond Estimate, Devil's Slide Quarry,
M7029/001

Attached is a revised bond estimate for the Devil's Slide Quarry. I spoke with Mr. Chad Green of Ideal Basic yesterday, and we agreed that scarification of the steep slopes was not feasible and that contractor quotes would be used for equipment and revegetation costs. The revised bond estimate is in the amount of \$141,000 (1992 dollars).

clj
1243R/96

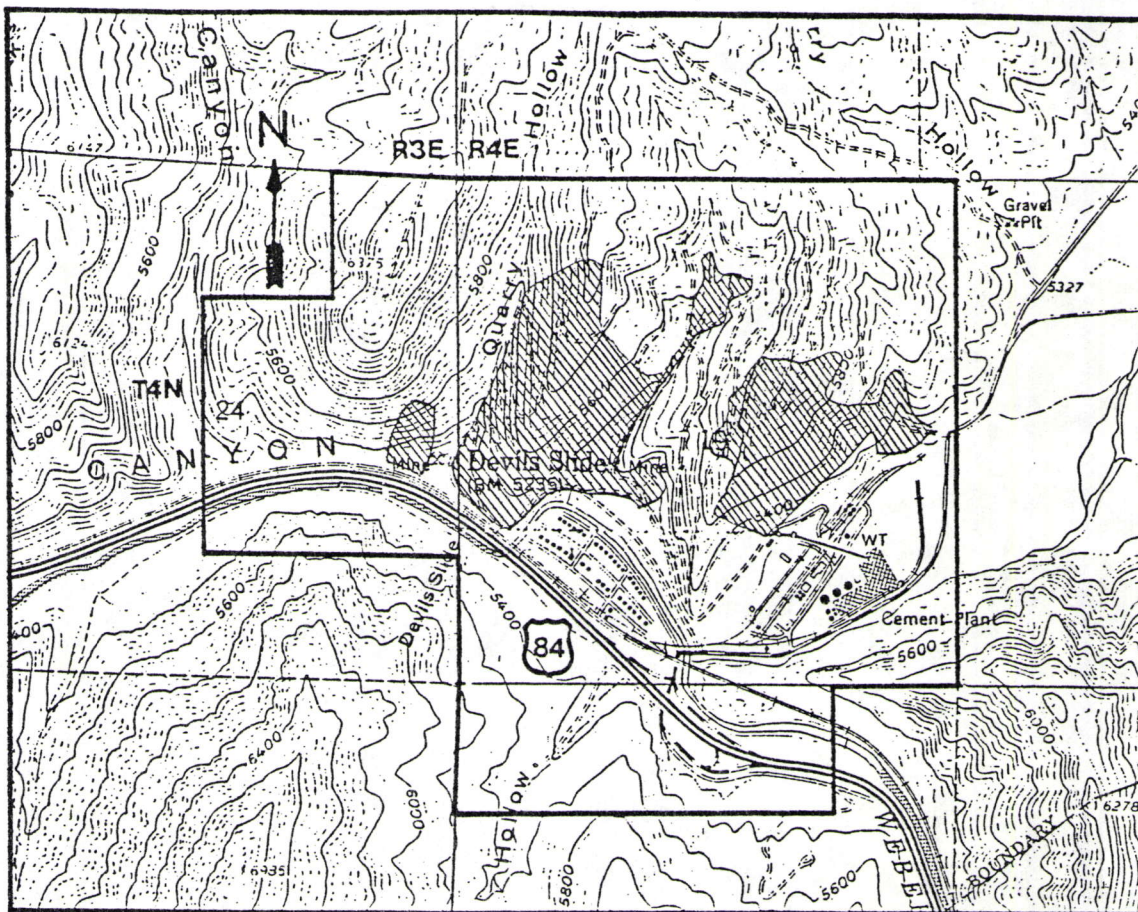


SCALE 1:100 000



ELEVATIONS SHOWN IN METERS
NATIONAL GEODETIC VERTICAL DATUM OF 1929

SECTION OF USGS DEVIL'S SLIDE QUADRANGLE SHOWING PROPERTY BOUNDARY



 DISTURBED AREA

Township 4N Range 4E Section 19

Acres

SE1/4 NE1/4	9
SW1/4 NE1/4	21
NW1/4 NE1/4	3
NE1/4 SE1/4	5
NW1/4 SE1/4	23
NE1/4 SW1/4	11
NW1/4 SW1/4	28
NE1/4 NW1/4	2
SE1/4 NW1/4	12
SW1/4 NW1/4	24
NW1/4 NW1/4	5

Township 4N Range 3E Section 24

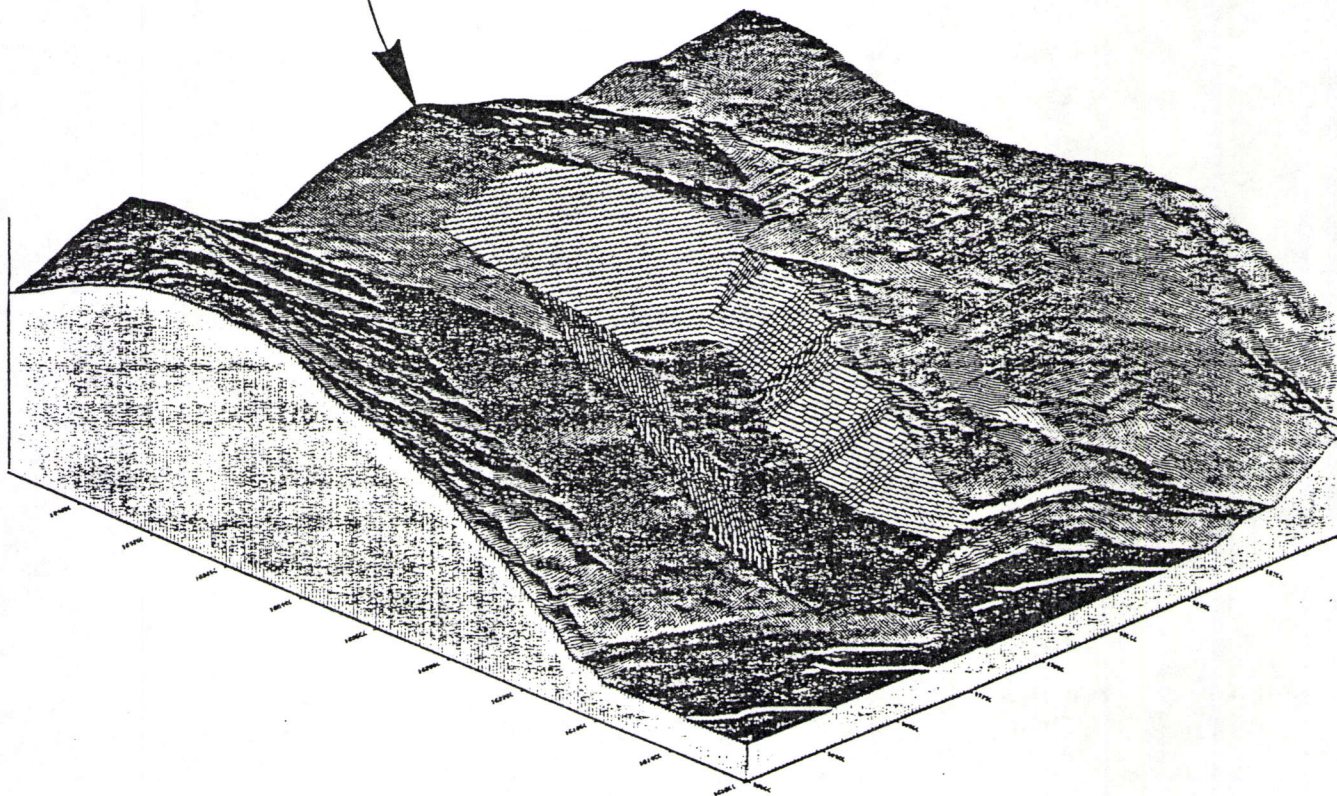
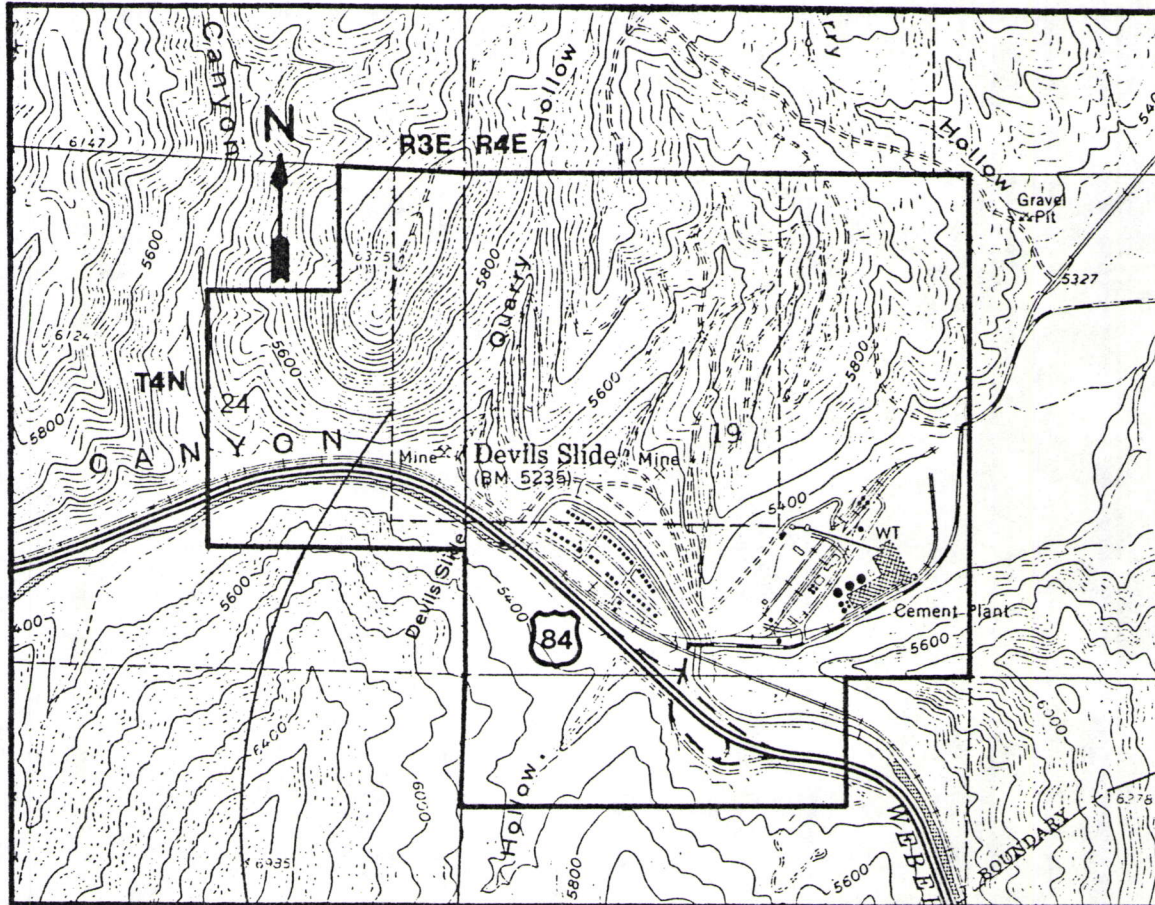
Acres

SE1/4 NE1/4	2.5
NE1/4 SE1/4	3

TOTAL

148.5

IDEAL



SECTION OF USGS DEVIL'S SLIDE QUADRANGLE SHOWING PROPERTY BOUNDARY
AND COMPUTER MODEL OF QUARRY AREA

Ideal Basic Industries, Inc.

Utah Division
6055 East Croydon Road
Auxiliary Route #3
Morgan, Utah 84050

801-829-6821

DOOM
MINERALS PROGRAM
FILE COPY

RECEIVED
JUN 07 1990

State of Utah, Department of Natural Resources
Division of Oil, Gas and Mining
355 W. North Temple, 3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

DIVISION OF
OIL, GAS & MINING

IDEAL

Re: Ideal merger into parent company Holman Inc.
Letter of Explanation

To: Mr. D. Wayne Hedberg: Permit Supervisor

The attached items are forms MR-TRL and MC-RC required by your office to transfer Ideal Basic Industries and Holnam Inc. properties to the later. We had previously submitted certain letters, however, these were not complete. We hope this will complete the information required to grant the transfers as requested.

If you have any further information that is required please submit these to Mr. L. B. Giles at the address indicated on the letterhead, or Mr. Kevin Ovard. Mr T. Frank Gamble is not associated with the production portion of our company since the time of this merger, therefore send all further correspondence to Mr. Giles.

L. B. Giles Plant Manager
Kevin Ovard Technical Supervisor

Ideal Basic Industries
Aux. Rt. #3
Morgan, Utah 84050
801-829-6821

DOGM
MINERALS PROGRAM
FILE COPY

File Number _____

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECEIVED
JUN 07 1990

DIVISION OF
OIL, GAS & MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) ACT/029/001
(Mineral Mined) Limestone and Sandstone

"MINE LOCATION":

(Name of Mine)	<u>Devil's Slide Plant Quarry</u>
(Description)	<u>North of Interstate I-80 in Sec. 19</u>
	<u>T.4 N., R. 4 F. and the E/2 E/2 Sec. 24</u>
	<u>T.4 N., R. 3 E., Morgan County, Utah.</u>
	<u>(SEE APPENDIS A)</u>

"DISTURBED AREA":

(Disturbed Acres)	<u>239 acres</u>
(Legal Description)	<u>Exhibit A (APPENDIX A)</u>

"OPERATOR":

(Company or Name)	<u>Holnam Inc.</u>
(Address)	<u>c/o Dundee Cement Company</u>
	<u>P.O. Box 122</u>
	<u>Dundee, Michigan 48131</u>
(Phone No.)	<u>313-529-2411</u>

"OPERATOR'S REGISTER AGENT":

(Name)

(Address)

(Phone No.)

Holnam, Idea lement

L. B. Giles

6055 East Croydon Road

Morgan, Utah 84050

801-829-6821

"OPERATOR'S OFFICER(S)":

Marc vonWyss President & CEO

James J. Woods Vice President

Robert J. Moir V.P. General Counsel

"SURETY":

(Form of Surety - Exhibit B)

Surety on file State Office
See Attached Letter

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Safeco Insurance Company of America

"SURETY AMOUNT":

(Escalated Dollars)

\$141,000.00

"ESCALATION YEAR"

1992

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

Revision Dates:

A "DISTURBED AREA":

1987

1990

B "SURETY":

1987

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. ACT/029/001 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing. If the surety contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the reclamation bond, the Operator shall provide a replacement bond in a form and amount acceptable to the Board. If the Operator fails to so provide an acceptable replacement bond, the Division may order the Operator to cease further mining activities and to begin reclamation of the site.

3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operators liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including attorneys fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.

10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this _____ day of _____ 19____.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

By _____
Chairman, Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
Director

Date

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 19____, personally
appeared before me, who being by me duly sworn did say that he/she,
the said _____ is the Director
of the Division of Oil, Gas and Mining, Department of Natural
Resources, State of Utah, and he/she duly acknowledged to me that
he/she executed the foregoing document by authority of law on behalf
of the State of Utah.

Notary Public

Residing at: _____

My Commission Expires:

OPERATOR:

By Robert J. Moir, Vice President
Corporate Officer - Position

4/24/90
Date

STATE OF Colorado)

COUNTY OF Denver)

ss.

On the 24th day of April, 1990, personally appeared before me Robert J. Moir who being by me duly sworn did say that he/she, the said Robert J. Moir is the Vice President of Ideal Basic Industries and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Robert J. Moir duly acknowledged to me that said company executed the same.

B. K. Frazier

Notary Public

Residing at: Denver, CO

My Commission Expires:

June 6, 1993

SURETY:

SAFECO INSURANCE COMPANY OF AMERICA

Surety Company

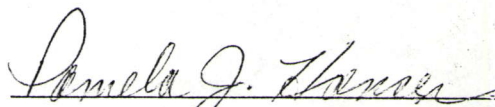
Company Officer - Position

May 9, 1990

Date

STATE OF Colorado)
) ss:
COUNTY OF Denver)

On the 9th day of May, 1990, personally
appeared before me Vera T. Kalba who being by me
duly sworn did say that he/she, the said Vera T. Kalba is
the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA
and duly acknowledged that said instrument was signed on behalf of
said company by authority of its bylaws or a resolution of its board
of directors and said Vera T. Kalba duly acknowledged to
me that said company executed the same.



Notary Public

Residing at: 1700 Lincoln St. #4900
Denver, CO 80203

My Commission Expires Nov. 17, 1990

My Commission Expires:

NOTE: An Affidavit of Qualification must be completed and
attached to this form for each authorized agent or officer. Where
one signs by virtue of Power of Attorney for a company, such Power
of Attorney must be filed with this Contract.



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. _____

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

-----PATRICIA A. PHILLIPS; VERA T. KALBA; MaSHARON D. POSEY; PAMELA J. HANSEN;
Denver, Colorado-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this _____ 9th _____ day of January _____, 19 90.


BOH A. DICKEY, SECRETARY


J. W. CANNON, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ 9th _____ day of MAY _____, 19 90.

APPENDIX "A"

Legal Descriptions of Permitted and Disturbed Areas Permit ACT/029/001 Devil's Slide, Morgan County, Utah

Permit ACT/029/001 involves some 390 acres of land that occupy large portions of land located north of Interstate I-80 in Section 19, T.4 N., R.4 E. and the E/2 E/2 Section 24, T.4 N., R.3 E in Morgan County, Utah, described as follows:

PERMITTED AREA DESCRIPTION

Beginning at a point in the north line of said Section 19 that is located 411 feet easterly of the northwest corner of Section 19.

thence North 89 degrees 51' 10" East,	3895.01 feet
thence South 16 degrees 20' 33" East,	2754.28 feet
thence South 57 degrees 45' 48" West,	656.14 feet
thence North 18 degrees 26' 06" West,	300.42 feet
thence South 47 degrees 38' 33" West,	1380.33 feet
thence South 41 degrees 21' 50" West,	1059.26 feet
thence due West,	345.00 feet
thence North 23 degrees 54' 52" West,	1208.77 feet
thence North 39 degrees 32' 46" West,	282.71 feet
thence North 78 degrees 14' 49" West,	304.38 feet
thence South 78 degrees 25' 25" West,	548.15 feet
thence South 44 degrees 49' 42" West,	472.35 feet
thence North 54 degrees 44' 25" West,	718.88 feet
thence North 64 degrees 04' 30" West,	480.34 feet
thence North 71 degrees 26' 59" West,	314.33 feet
thence due North,	1010.00 feet
thence due East,	200.00 feet
thence North 45 degrees 00' 00" East,	1414.21 feet
thence due North	748.00 feet
to the point of beginning.	

WESTERLY DISTURBED AREA

Permit (ACT/029/001), Page 2

Beginning at a point that is South 14 degrees 05' 56" West
2,881.81 feet from the Northeast corner of Section 24, T.4 N.,
R.3 E.

thence North 19 degrees 24' 25" East, 577.83 feet
thence North 55 degrees 31' 26" West, 181.96 feet
thence North 31 degrees 07' 30" East, 731.27 feet
thence South 69 degrees 56' 03" East, 177.79 feet
thence South 30 degrees 02' 00" West, 665.33 feet
thence South 74 degrees 52' 07" East, 203.04 feet
thence North 39 degrees 43' 58" East, 1109.18 feet
thence North 82 degrees 37' 03" East, 303.52 feet
thence North 14 degrees 54' 49" East, 617.81 feet
thence North 50 degrees 59' 11" East, 657.66 feet
thence North 80 degrees 38' 38" East, 1328.68 feet
thence South 31 degrees 43' 46" East, 616.08 feet
thence South 86 degrees 26' 15" East, 257.50 feet
thence South 15 degrees 00' 49" West, 582.90 feet
thence South 51 degrees 45' 19" West, 1250.36 feet
thence South 29 degrees 07' 02" West, 622.69 feet
thence South 02 degrees 20' 26" East, 367.31 feet
thence South 75 degrees 20' 49" East, 225.33 feet
thence South 01 degrees 05' 25" East, 578.11 feet
thence North 61 degrees 58' 19" West, 227.71 feet
thence North 36 degrees 44' 39" West, 364.40 feet
thence North 78 degrees 41' 24" West, 321.24 feet
thence South 78 degrees 05' 05" West, 557.00 feet
thence South 45 degrees 00' 00" West, 427.09 feet
thence North 54 degrees 51' 07" West, 871.99 feet
thence North 71 degrees 57' 00" West, 564.80 feet
to the Point of Beginning. Said parcel contains
162 acres, more or less.

EASTERLY DISTURBED AREA

Beginning at a point that is South 37 degrees 14' 27" East,
4,263.29 feet from the Northwest corner Section 19, T.4 N.,
R.4 W.

thence North 19 degrees 11' 35" East, 501.90 feet
thence North 59 degrees 12' 57" West, 273.54 feet
thence North 30 degrees 52' 43" East, 1153.50 feet
thence North 70 degrees 36' 32" East, 454.80 feet
thence North 40 degrees 19' 29" East, 494.50 feet
thence South 54 degrees 22' 09" East, 786.18 feet
thence South 26 degrees 48' 24" East, 529.95 feet
thence South 42 degrees 17' 01" East, 387.93 feet
thence South 16 degrees 33' 52" East, 203.44 feet
thence South 58 degrees 35' 51" West, 604.55 feet
thence North 18 degrees 41' 05" West, 290.30 feet
thence South 47 degrees 40' 49" West, 1421.43 feet
thence North 71 degrees 00' 49" West, 854.49 feet
to the Point of Beginning. Said parcel contains 77
acres more or less.

DOGM
MINERALS PROGRAM
FILE COPY

State of Utah, Department of Natural Resources
Division of Oil Gas and Mining
355 W. North Temple, 3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

IDEAL

Re: Ideal merger into parent company Holnam Inc.
Transfer of Approval Order ACT/029/001

To: Permit Section:

Ideal Basic Industries, Inc. (hereinafter "Ideal"),
hereby gives notice that on or about March 7, 1990, it will
merge into its parent company, Holnam Inc. Ideal will cease
to exist as an independent entity and all assets and
liabilities of Ideal will be transferred by operation of law
to Holnam Inc. The operations conducted at the Devils Slide
Facility, located at 6055 East Croydon Road, Morgan, Utah,
however will remain in all aspects the same as when Ideal
functioned as a subsidiary of the parent company, Holnam Inc.

We assume that your receipt of this statement of
acceptance and the attached letter of bonding surety suffices
to initiate the transfer of the Approval No. ACT\029\001
Devils's Slide Cement Plant Quarry from Ideal, the former
owner-operator, to Holnam Inc., the entity that will become
the new owner-operator, on or about March 7, 1990.

Feb. 15, 1990

Yours truly,



T. Frank Gamble
Vice President and General Manager
Utah Division, Ideal Basic Industries



6 Stamford Forum
STAMFORD, CT 06901
Telephone 203/978 00 50
Telefax 203/325 00 82

Hof North America, Inc.

Transfer Agreement

This Agreement is entered into this date by Ideal Basic Industries, Inc. (hereinafter "Ideal"), and Holnam Inc. in order to effect a transfer of Department of Natural Resources Approval No. ACT/029/001 Devil's Slide Cement Plant Quarry Operation, Morgan County and the responsibility, coverage and liability thereunder from Ideal to Holnam Inc.

On the date such transfer becomes effective, Holnam Inc. agrees to assume the responsibility, coverage and liability of Permit No. ACT/029/001 and Ideal agrees to relinquish all rights which it may have under said permit.

This agreement is entered into by both parties this 15th day of February, 1990. The Transfer is to become effective on or about March 7, 1990.

Cheryl R. Johnson
Witness

IDEAL BASIC INDUSTRIES
By: Laure T. Tronin
Senior Vice President
Signature and Title of
Responsible Corporate
Officer (Vice President
of Higher)

Sharon M. Ward
Witness

HOLNAM INC.
BY: Robert J. Nori
Vice President
Signature and Title of
Responsible Corporate
Officer (Vice President
or Higher)

Feb. 15, 1990



SURETY RIDER

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

To be attached to and form a part of

Type of Bond: Mined Land Reclamation

Bond No. 5464752

dated effective October 21, 1987
(Month, Day, Year)

executed by IDEAL BASIC INDUSTRIES, INC., as principal,
(Principal)

and by Safeco Insurance Company of America, as surety,
(Surety)

in favor of State of Utah, Department of Natural Resources,

Division of Oil, Gas and Mining
(Obligee)

In consideration of the mutual agreements herein contained the
Principal and the Surety hereby consent to changing

Name of Principal

From: Ideal Basic Industries, Inc.

To: HOLNAM INC.

Nothing herein contained shall vary, alter or extend any provision
or condition of this bond except as herein expressly stated.

This rider is effective March 7, 1990
(Month, Day, Year)

Signed and Sealed February 28, 1990
(Month, Day, Year)

HOLNAM INC.

Principal

By:

Robert J. Stein, Vice President
Title

Safeco Insurance Company of America

Surety

By:

Vera T. Kalba

Attorney-In-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. _____

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

-----**PATRICIA A. PHILLIPS; VERA T. KALBA; MaSHARON D. POSEY; PAMELA J. HANSEN;**
Denver, Colorado-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this _____ 9th _____ day of January _____, 19 90

[Signature]
BOH A. DICKEY, SECRETARY

[Signature]
J. D. CARROLL, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 28th _____ day of FEBRUARY _____, 19 90

IDEAL

November 3, 1987

Mr. Lowell P. Braxton, Administrator
STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS & MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

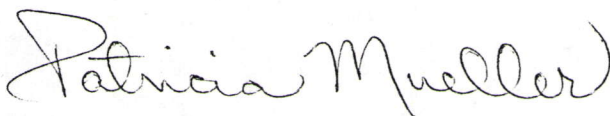
Re: Bond for Devil's Slide Cement Plant Quarry, ACT/029/001
Morgan County, Utah

Dear Mr. Braxton:

Enclosed please find Bond No. [REDACTED] in the amount of \$141,000 as revised per discussion between Mr. Chad Green of our Devil's Slide plant and Mr. Frank Jensen of your office and confirmed in Mr. Jensen's October 5th letter to Mr. Giles, the plant manager at Devil's Slide. The description of the affected quarry is described in the Bond's exhibit "A" attached. Please place the bond on file.

I trust everything is in order, but if you have any questions or problems, please contact me.

Sincerely,



Patricia Mueller
Insurance Administrator

PM:

Enclosure

cc: Chad Green, Devil's Slide

RECEIVED
NOV 5 1987

DEPT OF OIL

(August 1986)
(Noncoal)Bond Number _____
Permit Number ACT/029/001
Mine Name Devil's SlideSTATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LANDS RECLAMATION ACT

BOND

The undersigned IDEAL BASIC INDUSTRIES
as principal, and SAFECO INSURANCE COMPANY OF AMERICA as
surety, hereby jointly and severally bind ourselves, our heirs, administrators,
executors, successors and assigns unto the State of Utah, Division of Oil, Gas
and Mining in the penal sum of One hundred forty-one thousand and 00/100
-----dollars (\$ 141,000.00).

The principal estimated in the Mining and Reclamation Plan filed with the
Division of Oil, Gas and Mining on the 19th day of May,
19 87, that 148.5 acres of land will be disturbed by this mining
operation in the State of Utah. A description of the disturbed land is
attached hereto as Exhibit "A".

When the Division has determined that the principal has satisfactorily
reclaimed the above-mentioned lands affected by mining in accordance with the
approved Mining and Reclamation Plan and has faithfully performed all
requirements of the Mined Land Reclamation Act, and complied with the Rules and
Regulations adopted in accordance therewith, then this obligation shall be
void; otherwise it shall remain in full force and effect until the reclamation
is completed as outlined in the approved Mining and Reclamation Plan.

If the approved plan provides for reclamation of the land affected on a
piecemeal or cyclic basis, and the land is reclaimed in accordance with such
plan, then this bond may be reduced periodically.

In the converse, if the plan provides for a gradual increase in the area of
the land affected or increased reclamation work, then this bond may accordingly
be increased with the written approval of the surety company.

This bond is noncancellable by the surety at any time for any reason
including, but not limited to nonpayment of premium or bankruptcy of the
permittee during the period of liability.

Page 2
NONCOAL
MR-5

NOTE: Where one signs by virtue of Power of Attorney for a surety company, such Power of Attorney must be filed with this bond. If the principal is a corporation, the bond shall be executed by its duly authorized officer.

Dated this 21st day of October, 1987.

State of Utah
Board of Oil, Gas and Mining

Gregory P. Williams, Chairman

IDEAL BASIC INDUSTRIES
Principal (Company)

By M. J. Gittelman
Company Officer - Position
M. J. Gittelman, Treasurer

Date: 11-2-87

SAFECO INSURANCE COMPANY OF AMERICA
Surety (Company)

By Vera T. Kalba
Surety Company Officer - Position
Vera T. Kalba, Attorney-in-Fact

DATE: 10/21/87

APPROVED AS TO FORM:

By Robert A. Robert
Assistant Attorney General

AFFIDAVIT OF QUALIFICATION

Vera T. Kalba, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Agent of said Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety Company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

(Signed) *Vera T. Kalba* Attorney-in-Fact
Surety Company Officer - Position

Subscribed and sworn to before me this 21st day of October, 1987.

Marshall D. Posey
Notary Public

My Commission Expires:

November 28, 19 88.



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. _____

KNOW ALL BY THESE PRESENTS:


That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
--LeROY A. LOSEKE; PATRICIA A. PHILLIPS; KELLY A. FISHBACK; VERA T. KALBA;
MaSHARON D. POSEY, Denver, Colorado-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 2nd day of May, 1986.


Boh A. Dickey, Secretary


J. W. Cannon, President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

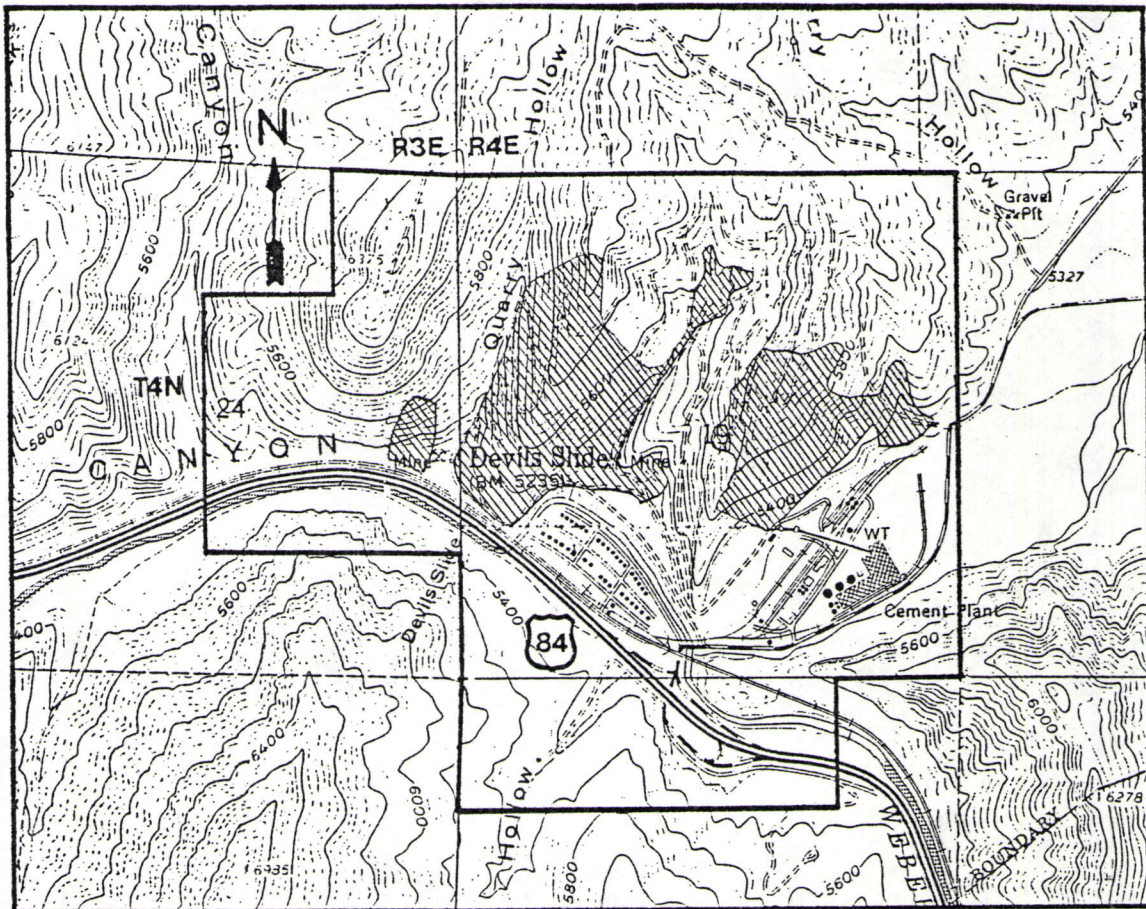
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 21st day of October, 1987.

SECTION OF USGS DEVIL'S SLIDE QUADRANGLE SHOWING PROPERTY BOUNDARY



 DISTURBED AREA

Township 4N Range 4E Section 19Acres

SE1/4 NE1/4	9
SW1/4 NE1/4	21
NW1/4 NE1/4	3
NE1/4 SE1/4	5
NW1/4 SE1/4	23
NE1/4 SW1/4	11
NW1/4 SW1/4	28
NE1/4 NW1/4	2
SE1/4 NW1/4	12
SW1/4 NW1/4	24
NW1/4 NW1/4	5

Township 4N Range 3E Section 24Acres

SE1/4 NE1/4	2.5
NE1/4 SE1/4	3

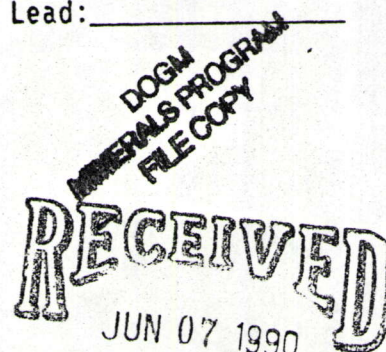
TOTAL

148.5

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

---ooOoo---



DIVISION OF
OIL, GAS & MINING

1. (a) Notice of intention to be transferred (file number): ACT/029/001
(b) Name of mining operation: Devil's Slide Quarry
(c) Location of mining operation (county): Morgan County
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
Ideal Basic Industries Utah Division
6055 East Croydon Road Auxiliary Route No. 3
Morgan, Utah 84050 801-829-6821
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
Holnam Inc. 313-529-2411
c/o Dundee Cement Company
P.O. Box 122
Dundee, Michigan 48131
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
L. B. Giles Plant Manager 801-829-6821
Holnam Ideal Cement
6055 East Croydon Road Auxiliary Route No. 3
Morgan, Utah 84050
3. (a) The total disturbed area identified in the approved notice of intention: 390 acres
(b) The actual number of acres disturbed by the operation through date of transfer: 239 acres
(c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

I, Robert J. Moir being first duly sworn under oath,
deposes and says that I am Vice President
(officer or agent)
of Ideal Basic Industries; and that I am duly authorized to
(Corporation/Company Name)
execute and deliver the foregoing obligations; that I have read the said
application and fully know the contents thereof; that all statements contained
in the transfer application are true and correct to the best of my knowledge
and belief. By execution of this statement I certify that the Transferor is
in full compliance with the Utah Mined Land Reclamation Act, the Rules and
Regulations promulgated thereunder, and the terms and conditions of Notice of
Intention No. ACT/29/001.

Title

Subscribed and sworn before me this 24th day of April, 1990.

Notary Public

State of Colorado)
) ss.
County of Denver)

FINAL SWORN STATEMENT OF TRANSFEREE

Robert J. Moir being first duly sworn under oath,
depose and say that I am Vice President
(officer or agent)
of Holnam Inc.; and that I am duly authorized to
(Corporation/Company Name)

execute and deliver the foregoing obligations; that I have read the
application and fully understand the contents thereof; that all statements
contained in the transfer application are true and correct to the best of my
knowledge and belief. By execution of this statement, the Transferee agrees
to be bound by the terms and conditions of Notice of Intention
No. ACT/029/001, the Utah Mined Land Reclamation Act, and the Rules and
Regulations promulgated thereunder.

Robert J. Moir
Signature
Robert J. Moir
Name (Typed or Print)
Vice President General Counsel
Title

Subscribed and sworn before me this 24th day of April, 1990.

W. H. Frazier
Notary Public

My commission Expires:

June 6,, 1993.

State of Colorado)
County of Denver) ss.

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:

APPROVED:

(Signature)

Director, Division of Oil, Gas and Mining

Effective Date: _____

NOI No.:

ACT/029/001

APPROVED AS TO FORM:

(Signature)

Assistant Attorney General

MN9/45-48

APPENDIX "A"

Legal Descriptions of Permitted and Disturbed Areas Permit ACT/029/001 Devil's Slide, Morgan County, Utah

Permit ACT/029/001 involves some 390 acres of land that occupy large portions of land located north of Interstate I-80 in Section 19, T.4 N., R.4 E. and the E/2 E/2 Section 24, T.4 N., R.3 E in Morgan County, Utah, described as follows:

PERMITTED AREA DESCRIPTION

Beginning at a point in the north line of said Section 19 that is located 411 feet easterly of the northwest corner of Section 19.

thence North 89 degrees 51' 10" East,	3895.01 feet
thence South 16 degrees 20' 33" East,	2754.28 feet
thence South 57 degrees 45' 48" West,	656.14 feet
thence North 18 degrees 26' 06" West,	300.42 feet
thence South 47 degrees 38' 33" West,	1380.33 feet
thence South 41 degrees 21' 50" West,	1059.26 feet
thence due West,	345.00 feet
thence North 23 degrees 54' 52" West,	1208.77 feet
thence North 39 degrees 32' 46" West,	282.71 feet
thence North 78 degrees 14' 49" West,	304.38 feet
thence South 78 degrees 25' 25" West,	548.15 feet
thence South 44 degrees 49' 42" West,	472.35 feet
thence North 54 degrees 44' 25" West,	718.88 feet
thence North 64 degrees 04' 30" West,	480.34 feet
thence North 71 degrees 26' 59" West,	314.33 feet
thence due North,	1010.00 feet
thence due East,	200.00 feet
thence North 45 degrees 00' 00" East,	1414.21 feet
thence due North	748.00 feet
to the point of beginning.	

WESTERLY DISTURBED AREA

Permit (ACT/029/001), Page 2

Beginning at a point that is South 14 degrees 05' 56" West
2,881.81 feet from the Northeast corner of Section 24, T.4 N.,
R.3 E.

thence North 19 degrees 24' 25" East, 577.83 feet
thence North 55 degrees 31' 26" West, 181.96 feet
thence North 31 degrees 07' 30" East, 731.27 feet
thence South 69 degrees 56' 03" East, 177.79 feet
thence South 30 degrees 02' 00" West, 665.33 feet
thence South 74 degrees 52' 07" East, 203.04 feet
thence North 39 degrees 43' 58" East, 1109.18 feet
thence North 82 degrees 37' 03" East, 303.52 feet
thence North 14 degrees 54' 49" East, 617.81 feet
thence North 50 degrees 59' 11" East, 657.66 feet
thence North 80 degrees 38' 38" East, 1328.68 feet
thence South 31 degrees 43' 46" East, 616.08 feet
thence South 86 degrees 26' 15" East, 257.50 feet
thence South 15 degrees 00' 49" West, 582.90 feet
thence South 51 degrees 45' 19" West, 1250.36 feet
thence South 29 degrees 07' 02" West, 622.69 feet
thence South 02 degrees 20' 26" East, 367.31 feet
thence South 75 degrees 20' 49" East, 225.33 feet
thence South 01 degrees 05' 25" East, 578.11 feet
thence North 61 degrees 58' 19" West, 227.71 feet
thence North 36 degrees 44' 39" West, 364.40 feet
thence North 78 degrees 41' 24" West, 321.24 feet
thence South 78 degrees 05' 05" West, 557.00 feet
thence South 45 degrees 00' 00" West, 427.09 feet
thence North 54 degrees 51' 07" West, 871.99 feet
thence North 71 degrees 57' 00" West, 564.80 feet
to the Point of Beginning. Said parcel contains
162 acres, more or less.

EASTERLY DISTURBED AREA

Beginning at a point that is South 37 degrees 14' 27" East,
4,263.29 feet from the Northwest corner Section 19, T.4 N.,
R.4 W.

thence North 19 degrees 11' 35" East, 501.90 feet
thence North 59 degrees 12' 57" West, 273.54 feet
thence North 30 degrees 52' 43" East, 1153.50 feet
thence North 70 degrees 36' 32" East, 454.80 feet
thence North 40 degrees 19' 29" East, 494.50 feet
thence South 54 degrees 22' 09" East, 786.18 feet
thence South 26 degrees 48' 24" East, 529.95 feet
thence South 42 degrees 17' 01" East, 387.93 feet
thence South 16 degrees 33' 52" East, 203.44 feet
thence South 58 degrees 35' 51" West, 604.55 feet
thence North 18 degrees 41' 05" West, 290.30 feet
thence South 47 degrees 40' 49" West, 1421.43 feet
thence North 71 degrees 00' 49" West, 854.49 feet
to the Point of Beginning. Said parcel contains 77
acres more or less.